

THE AMERICAN INSTITUTE OF ARCHITECTS



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AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
**STIPULATED SUM**

Use only with AIA Document A201, General Conditions of the Contract for Construction, Tenth Edition, dated Sept. 1966

## AGREEMENT

made this 2nd day of January in the year of Nineteen  
Hundred and 68

**BETWEEN** Newberg Community Hospital, Newberg, Oregon

the Owner, and

Riverman & Sons  
Portland, Oregon

the Contractor.

The Owner and the Contractor agree as set forth below.

## ARTICLE 1

### **THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

## ARTICLE 2

### **THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for

*(Here insert the caption descriptive of the Work as used on other Contract Documents.)*

Obstetric Addition Newberg Community Hospital,  
Newberg, Oregon

## ARTICLE 3

### **ARCHITECT**

The Architect for this Project is Edmundson, Kochendoerfer & Kennedy--Architects/Engineers

## ARTICLE 4

### **TIME OF COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall be commenced

On or before Jan. 15, 1968

and completed

*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*

On or before Aug. 12, 1968, being 210 calendar days later.

## ARTICLE 5

### CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of

One Hundred Thirty Five Thousand Nine Hundred Forty and no/100 Dollars (\$135,940.00).

*(State here the lump sum amount, unit prices, or both, as desired.)*

Determined as follows:

|              |                     |
|--------------|---------------------|
| Low Bid      | \$136,840.00        |
| Alternate #1 | - 900.00            |
| Net          | <u>\$135,940.00</u> |

## ARTICLE 6

### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the tenth (10th) day of each month ninety (90) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety (90) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the first (1st) day of that month, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

*(Here insert any provisions made for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)*

## ARTICLE 7

### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor fifty (50) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion; provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

**8.1** Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

**8.2** The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, Conditions of the Contract (General, Supplementary, other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)*

Agreement A-101/

Specifications and Drawings as listed on attached Table of Contents

Addenda Nos. 1 & 2

This Agreement executed the day and year first written above.

OWNER City of Newberg, Oregon

A Municipal Corporation

by Darell Belanger  
Darell Belanger, Mayor

by M. C. Gilbert  
M. C. Gilbert, Recorder

CONTRACTOR Riverman & Sons

by Robert G. Riverman  
Robert G. Riverman, Partner

Approved as to form

Herb [Signature]  
City Attorney

OBSTETRIC ADDITION  
NEWBERG HOSPITAL  
NEWBERG, OREGON

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CONSTRUCTION SPECIFICATIONS

BID DOCUMENTS

- A. TABLE OF CONTENTS
- B. INVITATION TO BID
- C. INSTRUCTIONS TO BIDDERS
- D. SUBSTITUTION PROPOSAL
- E. SAMPLE PROPOSAL FORM
- F. LIST OF SUBCONTRACTORS

CONDITIONS

- G. GENERAL CONDITIONS
- H. SUPPLEMENTARY GENERAL CONDITIONS
- J. AFFIDAVIT
- K. WAIVER AND RELEASE
- L. SHOP DRAWING PROCEDURE
- M. SCHEDULE OF VALUES
- N. ALTERNATES
- O. WAGE SCHEDULE

DIVISION

- 10. General Contractor's Work
- 20. Site Preparation and Excavation
- 30. Concrete Work
- 40. Masonry
- 50. Miscellaneous Steel
- 58. Aluminum Work
- 60. Structural Carpentry
- 70. Finish Carpentry and Millwork

DIVISIONS (cont.)

- 75. Prefinish Cabinet Work
- 80. Roofing and Sheet Metal
- 83. Insulation
- 85. Caulking
- 90. Glass and Glazing
- 100. Finish Hardware
- 110. Building Specialties
- 113. Hollow Metal Work
- 130. Lathing and Plastering
- 140. Painting
- 150. Electric Wiring
- 160. Mechanical General
- 162. Plumbing
- 164. Heating and Ventilating
- 166. Automatic Fire Sprinklers

DRAWINGS

ARCHITECTURAL

- 100. Legend, Plot Plan and Vicinity map
- 101. Foundation, Sections and Details
- 102. Wall Section and Miscellaneous Returns
- 103. Floor Plan, Reflectected Ceiling and Finish Schedule
- 104. Door, Cabinet Schedule and Details
- 105. Interior Elevations
- 106. Roof Plan; Exterior Elevations and Details

OBSTETRIC ADDITION  
NEWBERG HOSPITAL  
NEWBERG, OREGON

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DRAWINGS (cont.)

ELECTRICAL

- 301. Lighting and Miscellaneous Details
- 302. Power and Signal

MECHANICAL

- 401. Mechanical Plot Plan
- 402. Plumbing Floor Plan
- 403. Air Conditioning Floor Plans
- 404. Mechanical Room Plan and Details

END OF TABLE OF CONTENTS

# JEWETT, BARTON, LEAVY & KERN

J. B. L. & K. CORPORATION

Agents and Brokers  
Professionalized Insurance Service Since 1870

FAILING BLDG. - 618 S. W. 5TH AVE.  
PORTLAND, OREGON 97204

CABLE ADDRESS: HEWETT, PORTLAND  
222-1831

\*Liability Insurance includes not  
only "Direct Damage" but also  
"Consequential Loss."

## Certificate of Insurance

This is to Certify that the following described policy of insurance has been issued to

Name of Insured F. W. RIVERMAN, ROBT. T. RIVERMAN & FRANCIS E. RIVERMAN AS CO-PARTNERS DBA: RIVERMAN & SONS,  
AND/OR F.W. RIVERMAN & JEWELL K. RIVERMAN AND/OR ROBERT T. RIVERMAN & DOROTHY A. RIVERMAN AND/OR  
Address 1230 N.E. 63RD AVENUE, PORTLAND, OREGON FRANCIS. E. RIVERMAN, INDIVID.  
Kind of Insurance COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INCLUDING BLANKET  
CONTRACTUAL AND PRODUCTS LIABILITY INSURANCE, AND X.C.&U. COVERAGE  
Location PORTLAND, OREGON AND ELSEWHERE AS REQUIRED  
Kind of Work Covered ALL OF ASSURED'S OPERATIONS

### LIMITS OF LIABILITY

#### Miscellaneous

Bodily Injury \$ 200,000.00 each person  
\$ 500,000.00 each ~~per~~ occurrence

#### Miscellaneous

Property Damage \$ 100,000.00 each ~~per~~ occurrence  
\$ 500,000.00 aggregate

#### Automobile

Bodily Injury \$ 200,000.00 each person  
\$ 500,000.00 each ~~per~~ occurrence

#### Automobile

Property Damage \$ 100,000.00 each ~~per~~ occurrence

Policy No.:

536 AB 0872

Effective Date:

JANUARY 2, 1968

Expiration Date:

JULY 18, 1970

By issuing this Certificate of Insurance, J. B. L. & K. assumes no responsibility for the omission of any possible exclusion in coverage or deductible in the policy or policies of insurance above described.

If this policy is cancelled or changed during its term in such manner as to affect this Certificate, written notice will be given to **CITY OF NEWBERG, A MUNICIPAL CORPORATION**, by the undersigned Company at least ten (10) days prior to such change or cancellation.

Address

NEWBERG, OREGON

at whose request this Certificate is issued.

It is hereby agreed that "Injury to or destruction of property caused by the collapse or structural injury to any building or structure due to: a) excavation, pile driving or caisson work, or b) blasting, c) moving, shoring, underpinning, razing or demolition of any building or structure or removal or rebuilding of any structural support and d) damage to any underground utilities in the performance of the work" is included.

JOB: OBSTETRICS UNIT-NEWBERG GENERAL HOSPITAL

Portland, Oregon

Mr. Fohl/sc Jan. 3, 1968

ST. PAUL FIRE & MARINE INSURANCE CO.

By

J. B. L. & K. CORPORATION

Authorized Agent

R. J. Hedlund

**Certificate of  
Insurance**

*as authorized by*

**Jewett, Barton, Leavy  
& Kern**

**J. B. L. & K. CORPORATION**

**Insurance Agents and Brokers**

Failing Bldg.  
Portland, Oregon 97204  
222-1831

# JEWETT, BARTON, LEAVY & KERN

J. B. L. & K. CORPORATION

Agents and Brokers  
Professionalized Insurance Service Since 1870

FALLING BLDG. - 618 S.W. 5TH AVE.  
PORTLAND, OREGON 97204  
CABLE ADDRESS: HEWETT, PORTLAND  
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\*Liability Insurance includes not only "Direct Damage" but also "Consequential Loss."

## Certificate of Insurance

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AND/OR F.W. RIVERMAN & JEWELL K. RIVERMAN AND/OR ROBERT T. RIVERMAN & DOROTHY A. RIVERMAN AND/OR  
Address 1230 N.E. 63RD AVENUE, PORTLAND, OREGON FRANCIS. E. RIVERMAN, INDIVID.  
Kind of Insurance COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INCLUDING BLANKET  
CONTRACTUAL AND PRODUCTS LIABILITY INSURANCE, AND X.C.&U. COVERAGE  
Location PORTLAND, OREGON AND ELSEWHERE AS REQUIRED  
Kind of Work Covered ALL OF ASSURED'S OPERATIONS

### LIMITS OF LIABILITY

#### Miscellaneous

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\$ 500,000.00 each ~~per~~ occurrence

#### Miscellaneous

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\$ 500,000.00 aggregate

#### Automobile

Property Damage \$ 100,000.00 each ~~per~~ occurrence

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NEWBERG, A MUNICIPAL CORPORATION, by the undersigned Company at least ten (10) days prior to  
such change or cancellation.

Address

NEWBERG, OREGON

at whose request this Certificate is issued.

It is hereby agreed that "Injury to or destruction of property caused by the collapse or structural injury to any building or structure due to: a) excavation, pile driving or caisson work, or b) blasting, c) moving, shering, underpinning, razing or demolition of any building or structure or removal or rebuilding of any structural support and d) damage to any underground utilities in the performance of the work" is included.

JOB: OBSTETRICS UNIT-NEWBERG GENERAL HOSPITAL

Portland, Oregon

Mr. Fohl/sc Jan. 3, 1968

ST. PAUL FIRE & MARINE INSURANCE CO.

By

J. B. L. & K. CORPORATION

*R. J. Hedlund*  
Authorized Agent

R. J. Hedlund

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| EDMUNDSON, KOCHENDOERFER, |     |     |     |     |     |
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# PERFORMANCE BOND

Bond #B 36 59 22

KNOW ALL MEN BY THESE PRESENTS: that (Here insert name and address or legal title of Contractor)

F.W., Robert T., and Francis E. Riverman  
DBA RIVERMAN & SONS  
1230 NE 63rd  
Portland, Oregon

as Principal, hereinafter called Contractor, and, (Here insert the legal title and address of Surety)

RELIANCE INSURANCE COMPANY, a Pennsylvania Corporation  
Oregon Bank Building  
Portland, Oregon

as Surety, hereinafter called Surety, are held and firmly bound unto (Name and address or legal title of Owner)

CITY OF NEWBERG A MUNICIPAL CORPORATION  
Newberg, Oregon

as Obligee, hereinafter called Owner, in the amount of ONE HUNDRED THIRTY FIVE THOUSAND  
NINE HUNDRED FORTY AND NO/100 Dollars (\$135,940.00 ),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

## WHEREAS,

Contractor has by written agreement dated January 2 1968 , entered into a contract with Owner for

Obstetric Addition to the Newberg Community Hospital, Newberg, Oregon

in accordance with drawings and specifications prepared by (Here insert full name, title and address)

Edmundson, Kochendoerfer & Kennedy  
370 Pittock Block, Portland, Oregon 97205

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this

paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 2nd day of January A.D. 19 68

IN THE PRESENCE OF:

RIVERMAN & SONS

{  
By: Blair K. Riverman (Principal) (Seal)  
(Title)

RELIANCE INSURANCE COMPANY

{  
James P. Dooney (Surety) (Seal)  
James P. Dooney (Title) Attorney-in-fact

COUNTERSIGNED:  
J. B. L. & K. CORPORATION  
MORGAN BUILDING  
PORTLAND, OREGON 97205

By: James P. Dooney  
Resident Agent



|                           |     |     |     |     |     |      |
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| EDMUNDSON, KOCHENDOERFER, |     |     |     |     |     |      |
| KENNEDY                   |     |     |     |     |     |      |
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|                           |     |     |     |     |     |      |



## LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

Bond #B 36 59 22

KNOW ALL MEN BY THESE PRESENTS: that (Here insert name and address or legal title of Contractor)

F.W., Robert T., and Francis E. Riverman  
DBA RIVERMAN & SONS  
1230 NE 63rd  
Portland, Oregon

as Principal, hereinafter called Principal, and, (Here insert the legal title and address of Surety)

RELIANCE INSURANCE COMPANY, a Pennsylvania Corporation  
Oregon Bank Building  
Portland, Oregon

as Surety, hereinafter called Surety, are held and firmly bound unto (Name and address or legal title of Owner)

CITY OF NEWBERG A MUNICIPAL CORPORATION  
Newberg, Oregon

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of SIXTY SEVEN THOUSAND NINE HUNDRED SEVENTY AND Dollars (\$ 67,970.00 ),  
(Here insert a sum equal to at least one-half of the contract price) NO/100

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

### WHEREAS,

Principal has by written agreement dated January 2 1968 , entered into a contract with Owner for

Obstetric Addition to the Newberg Community Hospital, Newberg, Oregon

in accordance with drawings and specifications prepared by (Here insert full name, title and address)

Edmundson, Kochendoerfer & Kennedy  
370 Pittock Block, Portland, Oregon 97205

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

~~NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:~~

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

2nd

day of

January

A.D. 19 68

IN THE PRESENCE OF:

the employees and payable to the State Tax Commission pursuant to ORS 315.575 with all amendments then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

RIVERMAN & SONS

By:

(Principal)

(Seal)

(Title)

RELIANCE INSURANCE COMPANY

(Surety)

(Seal)

James P. Dooney

(Title) Attorney-in-fact

COUNTERSIGNED:

J. B. L. & K. CORPORATION  
MORGAN BUILDING  
PORTLAND, OREGON 97205

By

Resident Agent

PERFORMANCE/LABOR-MATERIAL BOND

FOUR PAGES

AIA DOC. A311

SEPT. 1963 ED.

PAGE 4

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EDMUNDSON, KOCHENDOERFER,  
KENNEDY  
JAN 3 1968

JAN 3 1968

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